FIRST AMENDMENT

This FIRST AMENDMENT, (the "Amendment") is made as of this 1 day of January, 2019 (the "Effective Date") by and between New Jersey Transit Corporation, acting for itself and its subsidiary New Jersey Transit Rail Operations, Inc. (collectively "NJ TRANSIT") and the National Railroad Passenger Corporation ("Amtrak").

WITNESSETH:

WHEREAS, Amtrak and NJ TRANSIT entered into that certain Amended and Restated Northeast Corridor Services Agreement Between New Jersey Transit Corporation, acting for itself and its subsidiary New Jersey Transit Rail Operations, Inc. and National Railroad Passenger Corporation effective as of October 1, 2015 (the "Agreement"); and

WHEREAS, Amtrak and NJ TRANSIT wish to modify and amend the terms and conditions of the Agreement as set forth herein to reflect their agreement on the utilization and payment of switch tender and yard crew personnel,

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein, and for other good and valuable consideration, and intending to be legally bound, Amtrak and NJ TRANSIT covenant and agree as follows:

1. Article III, Section 3.1 c) is hereby deleted in its entirety and replaced with the following:

   NJ TRANSIT shall pay, as Sole-Benefit Costs, for fifty percent (50%) of one Switch Tender at Sunnyside Yard, one hundred percent (100%) of Amtrak Drill Crews at Penn Station New York, and one hundred percent (100%) of any other additional crews that are required for NJ TRANSIT operations which are agreed to in writing by the parties, consistent with the following schedule:

   1. Switch Tender (1 person at Sunnyside Yard) – [redacted]

   Five Days per week, 7 A.M. to 7 P.M. (Monday through Friday)

   2. Drill Crew (2 persons at Penn Station New York) – [redacted]

   Five Days per week, 7 A.M. to 7 P.M. (Saturday through Wednesday)

   3. Rotating Drill Crew (2 persons at Penn Station New York) – [redacted]

Three On – Four Off / 4 On – 3 Off, 7 A.M. to 7 P.M. (i.e. one 2 person drill crew 7 days/week, 7 A.M. to 7 P.M.)

4. If, for any reason, Drill Crew, Switch Tender or other staffing adjustments become necessary for either party, including but not limited to the addition of crews required for NJ TRANSIT operations and/or time commitments, such adjustments shall be subject to the parties entering into a written letter or other contract amendment to the Agreement.

NJ TRANSIT shall reimburse Amtrak the NJT Average Monthly Costs set forth in Exhibit B attached hereto, for such Sole-Benefit Costs and this amount shall be adjusted July 1st of each year based on the percentage change in the Association of American Railroads' Quarterly Index of Charge out Prices and Wage Rates (Table C), East, "material prices, wage rates and supplements combined (excluding fuel)" index, in effect for the first quarter of that calendar year compared to the same index in effect for the first quarter of 2018. The 2018 first quarter index value is 533.2. The first adjustment to cost will be made effective July 1, 2019.

2. Exhibit B attached hereto, setting forth the Daily Cost for the Drill Crews at Penn Station New York and Switch Tender at Sunnyside Yard, is hereby added to the Agreement. For the purpose of clarity and to avoid confusion, Exhibit A of the Agreement shall remain enforceable and is not affected by the attached new Exhibit B.

3. Except as set forth in this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.

4. This Amendment shall be binding upon the parties hereto, their successors and assigns.

5. Except as otherwise expressly provided herein, all capitalized terms shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or caused their presence to be signed by their proper corporate officers as of the day and year first above written.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

NEW JERSEY TRANSIT CORPORATION

By: _____

Its:

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____

Its:

The foregoing has been reviewed and approved as to form only:

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY

By: _____
Aziz O. Nekoukar 12/14/18
Deputy Attorney General

EXHIBIT B
NATIONAL RAILROAD PASSENGER CORPORATION
DAILY COST FOR T&E DRILL CREWS AND SWITCH TENDER
NYP AND SUNNYSIDE YARD

Assignment	Assigned Days	Crew	Daily Hours*	Daily Rate	Working Days per Month	Monthly Average Cost	NJT Average Monthly Cost	Note
Drill Crew	Saturday - Wednesday	Engineer & Conductor	[redacted]	$ [redacted]	[redacted]	$ [redacted]	$ [redacted]	[redacted]
Switch Tender	Monday-Friday	Conductor	[redacted]	$ [redacted]	[redacted]	$ [redacted]	$ [redacted]	[redacted]
Rotating Crews	3 On-4 Off / 4 On-3 Off	Engineer & Conductor	[redacted]	$ [redacted]	[redacted]	$ [redacted]	$ [redacted]	[redacted]
Total						$ [redacted]	$ [redacted]	

* Daily Hours represent 8 hours Straight Time & 4 hours Overtime
1 - Daily rate multiplied by average number of weekdays per month of [redacted] (52 Weeks x 5 Work Days) / 12 Months
2 - Using same average weekdays per month, NJ TRANSIT has commited to the reimbursing 50% of the Switch Tender position
3 - One crew covers each day per year, averaging 30.42 days per month. (365 Days / 12 Months)
4 - NJ TRANSIT shall reimburse Amtrak the NJT Average Monthly Cost set forth in Exhibit 1 for such Sole-Benefit Costs and this amount shall be adjusted July 1st of each year based on the percentage change in the Association of American Railroads' Quarterly Index of Charge out Prices and Wage Rates (Table C), East, "material prices, wage rates and supplements combined (excluding fuel)" index, in effect for the first quarter of that calendar year compared to the same index in effect for the first quarter of 2018. The 2018 first quarter index value is 533.2. The first adjustment to cost will be made effective July 1, 2019.